

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: ARC AIRBAG INFLATORS
PRODUCTS LIABILITY LITIGATION

MDL No. 3051

Case No: 1:22-md-03051-ELR

**DECLARATION OF PETER GREEN IN SUPPORT OF SPECIALLY
APPEARING DEFENDANT AUDI AG'S REPLY IN SUPPORT OF
MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION
(FED. R. CIV. P. 12(b)(2))**

I, Peter Green, declare that:

1. I am over eighteen years of age. I make this Declaration in support of Specially Appearing Defendant Audi Aktiengesellschaft's ("AUDI AG's") concurrently filed Reply in Support of Motion to Dismiss for Lack of Personal Jurisdiction. The facts set forth in this Declaration are based on my personal knowledge, on matters known to me in the course of employment by Volkswagen Group of America, Inc. ("VWGoA"), or on particular matters made known to me that, consistent with my experience, I believe to the best of my knowledge to be reliable and true. To ensure accuracy, I have verified the facts stated herein with the responsible departments at VWGoA. If called as a witness, I could and would testify to the following:

2. I have been employed by VWGoA since October 2018. Currently, I am a Product Analysis Technical Lead. I am personally familiar with and

knowledgeable about the business functions and organization of VWGoA, including its business unit, Audi of America, Inc. I am authorized to execute this Declaration on behalf of VWGoA.

3. I have reviewed Plaintiffs' Exhibit 1, entitled "Advertising and Communication Principles of AUDI AG." This document applies to "business partners who provide advertising and communication services" for AUDI AG, "in particular for advertising and communication agencies." VWGoA does not act as a vendor, such as an advertising or communications agency, for AUDI AG. VWGoA and its authorized dealerships are the exclusive entities that advertise and market Audi vehicles in the U.S.

4. VWGoA's rights and obligations with respect to AUDI AG products are defined by contract. I have reviewed the Importer Agreement between AUDI AG and "Volkswagen of America" ("VWoA"), a predecessor entity of VWGoA, that Plaintiffs attach as Exhibit 8. The Importer Agreement has been amended several times since the version attached as Exhibit 8. Nonetheless, Section 3 of the Exhibit states that VWoA (now VWGoA) "shall carry on all business pursuant to this Agreement as an independent entrepreneur on its own behalf and for its own account." Similarly, it provides that VWGoA "is not an agent or representative of AUDI AG and shall not act or purport to act on behalf of AUDI AG." These terms remain in effect today.

5. AUDI AG does not dictate how VWGoA performs its tasks and functions as distributor, marketer, and warrantor of Audi vehicles in Virginia (or elsewhere in the U.S.).

6. From time to time, business units or individuals from VWGoA consult with AUDI AG for purposes of coordination. Consultation is a collaborative process. It is not a mechanism by which AUDI AG dictates how VWGoA performs its business functions and responsibilities.

7. VWGoA exclusively determines which dealers are authorized to sell, lease and service Audi vehicles in the United States. VWGoA enters into agreements with Audi dealerships on its own behalf and in pursuit of its own business interests. AUDI AG is not a party to VWGoA's agreements with its dealerships and has no relationship with those dealerships. VWGoA, not AUDI AG, prepared the Audi Dealer Agreement Standard Terms attached as Exhibit 9 to Plaintiffs' Opposition.

8. From time to time, AUDI AG establishes guidelines prohibiting advertising or marketing content that is offensive, insensitive, or otherwise harmful to the brand, which VWGoA adapts to its U.S. market.

9. VWGoA, not AUDI AG, decides how to market and advertise Audi vehicles in the U.S. It is up to VWGoA to determine which projects to fund with its advertising budget, and it is similarly up to VWGoA to determine what advertising

and marketing to conduct in Virginia (or California, or any other state). AUDI AG does not attempt to influence or encourage marketing to Virginia or California specifically.

10. VWGoA, not AUDI AG, issues warranties to purchasers or lessees of new Audi vehicles in the U.S. AUDI AG does not decide whether a customer's claim should be paid by the customer or under warranty. VWGoA and/or authorized Audi dealerships make those decisions, in accordance with the terms of the new vehicle limited warranty. VWGoA does not conduct its warranty activities on behalf of AUDI AG. It conducts them on its own behalf pursuant to the terms of the new vehicle limited warranties that it issues.

11. The website "media.audiusa.com" is operated by Audi of America, Inc., a business unit of VWGoA.

I declare, under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 9, 2025 in Reston, Virginia.



Peter Green